

**A RESOLUTION
BY FINANCE EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR
HER DESIGNEE TO AMEND THE MASTER LEASE
AGREEMENT WITH POWERTEL/ATLANTA, INC.,
TO ADD CANDLER PARK TO THE MASTER SITE LEASE;
AND TO CO-LOCATE ON THE CANDLER PARK SITE
CERTAIN ANTENNAS AND COMMUNICATIONS
EQUIPMENT ON THE LEASE SPACE; ALL REVENUE
GENERATED PLUS ESCALATIONS AS CALLED FOR IN
THE MASTER LEASE AGREEMENT SHALL BE
DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT,
CENTER NUMBER.**

WHEREAS, Powertel/Atlanta, Inc., requires antennas to provide wireless communication services to its customers; and

WHEREAS, Powertel/Atlanta, Inc., wishes to reduce the proliferation of cellular towers within the City of Atlanta; and

WHEREAS, the City of Atlanta has entered into a master lease agreement with Powertel/Atlanta, Inc., for the locating of wireless telecommunications towers and co-locating antennas upon same; and

WHEREAS, Powertel/Atlanta, Inc., wishes to amend master lease agreement to add Candler Park to the master site lease; and

WHEREAS, the City of Atlanta is the owner of Candler Park located in Atlanta, Georgia 30350; and

WHEREAS, the Chief Information Officer and the Commissioner of the Department of Parks, Recreation & Cultural Affairs recommended that a contract be entered into with Powertel/Atlanta, Inc.

**NOW, THEREFORE BE IT RESOLVED BY COUNCIL OF THE CITY OF ATLANTA
GEORGIA, AS FOLLOWS:**

SECTION 1: That the Mayor or her designee be and is hereby authorized to amend the existing master site lease and other contractual agreements with Powertel/Atlanta, Inc., to co-locate at Candler Park site certain antennas and to lease a portion of the site for certain communications equipment.

SECTION 2: That Powertel/Atlanta, Inc., shall make payments to the city in the amount of \$1,500.00 per month, \$18,000.00 per year for an initial term of five years, with the option to extend the term for two additional successive five year periods; and

SECTION 3: That following the second year under any site lease, monthly rent payable under such site lease during each renewal term shall be equal to one hundred four percent (104%) of rent in effect for the last full calendar month immediately prior to the commencement of subsequent year.

SECTION 4: That a site lease substantially in the form attach hereto and other contractual agreements are hereby authorize to be executed by the Mayor, and

SECTION 5: That this site lease and other contractual agreements shall not become binding on the city and the city shall incur no obligation upon same until such master lease and other contractual agreements has been approved by the City Attorney as to form executed by the Mayor, sealed by the Municipal Court Clerk and delivered to the contracting party.

SECTION 6: That all revenue generated shall be deposited into the appropriate fund, account and center number, 3P02 trust fund/ 462101 citywide parks playground improvement N21D14B69999.

EXHIBIT E

TO THE MASTER LEASE
DATED JUNE 5, 2001
BETWEEN THE CITY OF ATLANTA, AS LANDLORD,
AND POWERTEL/ATLANTA, INC.

Cell Site ID: AT1276
State: Georgia
City: Atlanta

City Site Name: Candler Park / Powertel/Atlanta Site: Euclid
Site Latitude / Longitude: N33 46 4 / W84 20 15.01

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this _____ day of _____, 2005, between the City of Atlanta, a body corporate and politic ("Landlord"), and Powertel/Atlanta, Inc., a Delaware corporation ("Tenant"), a successor in interest to Powertel/Atlanta, Inc.

Incorporation of the Master Lease. This lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated June 5, 2001 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to tenant hereunder are as follows: 585 Candler Park Rd., Atlanta, GA 30307, legal description attached as Exhibit B-1.

Term. The initial term of the Lease shall commence and expire as set forth in section 4 of the Master Lease. The Commencement Date is _____.

Rent. Rent hereunder shall be payable monthly in the amount of \$ 1,500.00(fifteen hundred). Rent will be increased by \$500.00 (five hundred dollars) for each additional co-locator.

Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefiting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and/or combinations to any locks to allow tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements:

Landlord Contact for Emergency: Chick Vossen, Executive Assistant, 404-330-6414

Tenant Contact for Emergency: Network Operations Center, 888-563-9835

The parties have entered into this Lease as of the first date stated above.

LANDLORD:

ATTEST:

CITY OF ATLANTA:
Approved:

Municipal Clerk (Seal)

Mayor

RECOMMENDED:

APPROVED AS TO FORM:

Chief Operating Officer

RECOMMENDED:

Senior Assistant City Attorney

Chief Financial Officer

RECOMMENDED:

RECOMMENDED:

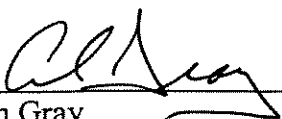


Commissioner, Department of Parks
Recreation & Cultural Affairs

Chief Procurement Officer

TENANT:

POWERTEL/ATLANTA, INC.



Calvin Gray

ITS: Regional Director, Network Operations

Attest:

BY: 

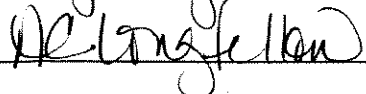
NAME: 

EXHIBIT
B-1
1 of 2
Legal Description

The Property is legally described as follows:

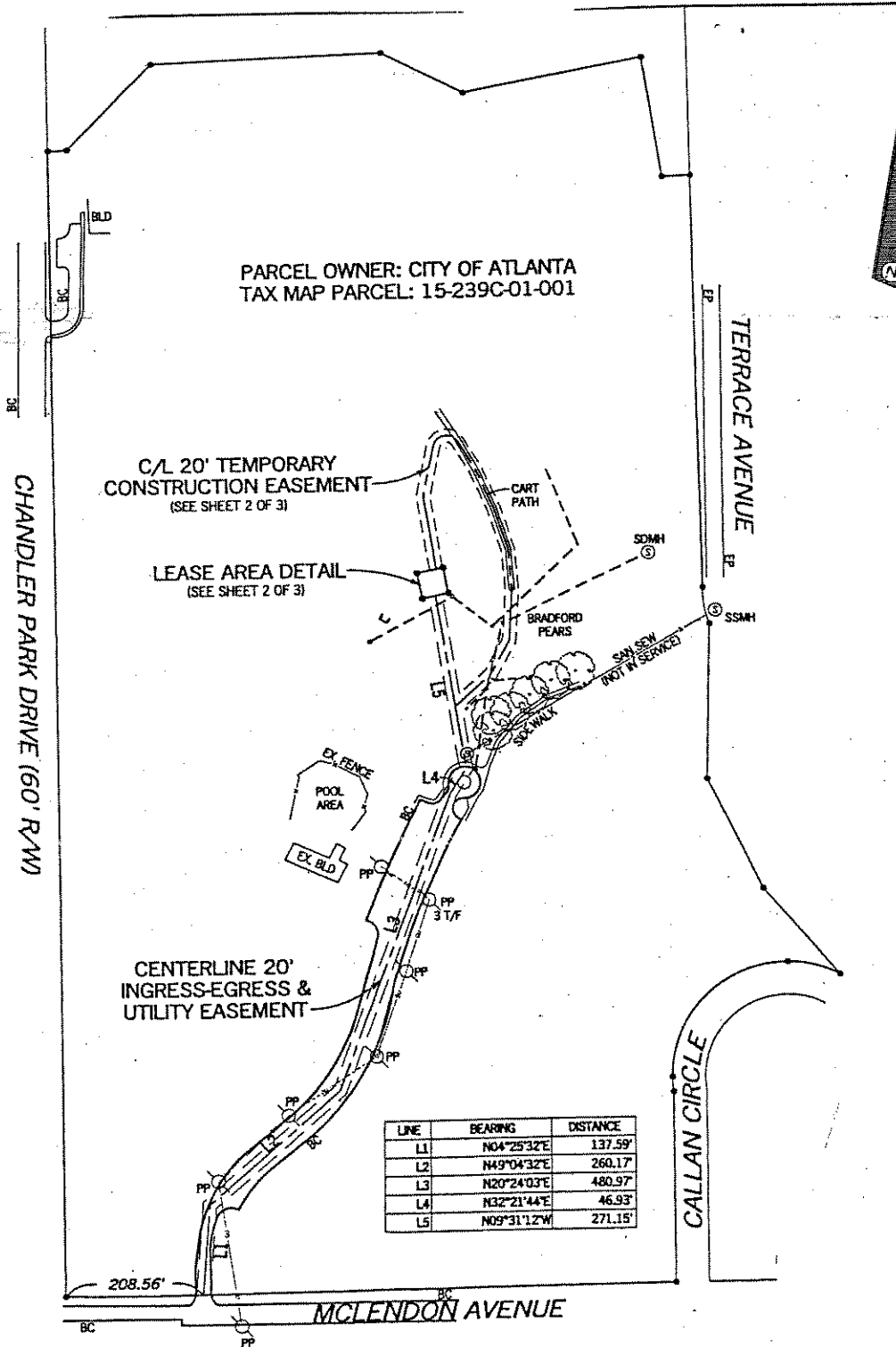
Without any evidence of the legal description of the land acquired by the City of Atlanta, and unless a survey is obtained by T-Mobile reflecting the proposed leasehold site and appurtenant easements, I would recommend that the legal description of the Property be shown as all that tract or parcel of land lying or being in Land Lot 239 of the 15th District, of Dekalb County, Georgia, bounded on the west by Candler Park Drive, on the south by McLendon Avenue, and on the east by Terrace Avenue and Callan Circle, and being described as Tax Parcel 15-239C-01-001.

hdp/T-Mobile/Dekalb Candler Park Dr/exA

EXHIBIT B-1

2 OF 2

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Legislative White Paper

Committee of Purview: Finance/Executive

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Council Meeting Date: September 6, 2005

Legislation Title: Amend master lease agreement with Powertel/Atlanta, Inc.

Requesting Dept: DIT

Contract Type: Cell Tower Agreement

Source Selection: Zero

Bids/Proposals Due: Zero

Invitations Issued: Zero

Number of Bids/
Proposals Received: Zero

Bidders/Proponents: Zero

Background: Powertel/Atlanta, Inc. as provided in their master lease agreement is requesting to execute a site lease agreement at Candler Park. Powertel/Atlanta, Inc., will co-locate PCS antennas at Candler Park

Fund Account Center: 3P02 trust fund/ 462101 citywide parks playground improvements N21D14B69999.

Prepared By: Bill Gordon

Contact Number:

404.817.6938

Legislative White Paper

Committee of Purview: Finance/Executive

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Prepared By:	Bill Gordon Contact Number: 404.817.6938